

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA
BECKLEY DIVISION

Clinton Eugene Gilley, as Administrator of the
Estate of CARL DAVID GILLEY, Nicole
Leigh Le, as Administrator of the Estate of
CHRISTINE TARA WARDEN GILLEY, and
Clinton Eugene Gilley and Nicole Leigh Le
as Co-Administrators of the Estates of J.G. and
G.G., minor children,

Plaintiffs,

v.

No. 1:18-cv-00536

C.H. ROBINSON WORLDWIDE, INC.,
J&TS TRANSPORT EXPRESES, INC.,
BERTRAM COPELAND, M&K TRUCK
LEASING, LLC, and RIVER VALLEY,
CAPITAL INSURANCE, INC.,

Defendants.

* * * * *

VIDEO & VIDEOCONFERENCE DEPOSITION OF

BRUCE JOHNSON

* * * * *

DATE TAKEN: February 12, 2020 BY: Mary Piehl, B.S.ED,

1 selecting a truck company to haul loads?

2 MR. WARE: Object to form.

3 THE WITNESS: Yes.

4 MR. LEIZERMAN: What's wrong with the
5 form?

6 MR. WARE: It's also a legal conclusion.

7 MR. LEIZERMAN: Well, I just want to make
8 sure if it's form, I wanted to re-ask it in a
9 better way, and I'll agree that all objections
10 other than to form are preserved whether you made
11 them or not.

12 MR. WARE: Fair enough.

13 MR. LEIZERMAN: Thanks.

14 BY MR. LEIZERMAN:

15 Q. All right. I'll ask it again to make a clean
16 record, noting that there was an objection. Do
17 you agree that a broker has a duty to use
18 reasonable care when selecting a truck company to
19 haul loads?

20 A. Yes.

21 Q. Do you agree that part of C.H. Robinson's
22 obligation is to hire safe truck companies?

23 A. Yes.

24 Q. Do you agree that driving a tractor trailer is

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA
ALLEN M. MILLER,)
)
)
Plaintiff,)
)
vs.) Case No.
) 3:17-cv-00408
C.H. ROBINSON WORLDWIDE,)
INC., RONEL R. SIGH,)
RHEAS TRANS INC., AND)
KUWAR SINGH D/B/A RT)
SERVICE)
)
)
Defendants.)

- - -

VIDEO RECORDED DEPOSITION OF BRUCE JOHNSON

DATE: January 25, 2018, at 9:22 a.m.

PLACE: Benchmark Reporting Agency
222 South Ninth Street
Suite 450
Minneapolis, Minnesota 95814

REPORTER: Cara Nasi-Pinardi, RPR

- - -

1 interact with a motor carrier.

2 And at that time if -- or a particular shipment would
3 be of interest to a motor carrier, they would probably start
4 kind of the negotiation of the shipment. So how much would
5 it pay, when does it pick up and deliver, things like that.
6 And if they were able to come to an agreement, then C.H.
7 Robinson would make an addendum to our carrier agreement
8 called the load confirmation that would be generated and
9 provided to the motor carrier for the specific shipment.

10 And at that time the process would start again based on
11 customer requirements of when the shipment would be
12 available for pick up, when the shipment needed to deliver
13 by. The motor carrier using the information provided on the
14 load confirmation would begin the process of transporting
15 the load. And once the shipment had delivered or load had
16 delivered, at that point it kind of starts the whole payment
17 process.

18 So different relationships with different customers.
19 We may invoice the customer immediately upon delivery. We
20 may need to wait until we are able to get paperwork from the
21 motor carrier as far as like a delivery receipt or any type
22 of other documents that are required by the customer and at
23 that point we would invoice the customer. And also it would
24 start, once we received an invoice and required documents

1 to be opened internally before they are opened externally
2 and we've provided some guidance on that, but there is no
3 real hard and fast policy on how they should execute that.

4 Q When rep job performance is reviewed, is that based on
5 fulfillment, or does anyone look and say, oh, you know, you
6 fulfilled 90 percent of this with carriers with whom we've
7 had a previous agreement versus you've put 90 percent on
8 truckstop.com? I guess at some level does C.H. Robinson
9 care when it's reviewing the reps as long as the loads move
10 or maybe you do care?

11 A I'll say this, I don't think that's a part of the
12 review process, but carrier reps are going to be more
13 successful if they have a routine of building relationships
14 with the same carriers and using those on a more regular
15 basis.

16 Q That makes sense. I understand that. I'll probably
17 pull it up in the documents later, but I'm just kind of
18 thinking through. After a carrier -- well, actually, before
19 I get there, you said something about that there is a -- the
20 load confirmation modifies the carrier agreement. So I
21 understand a carrier agreement. I understand a load
22 confirmation. I just want to understand if I heard your
23 words right and what that means, that the load confirmation
24 modifies the carrier agreement.

1 A Right. It becomes an addendum to the motor carrier
2 agreement.

3 Q So once there is a load confirmation, so a carrier has
4 agreed to haul a load, it's an addendum to the carrier
5 agreement. I guess why? I'm just trying to understand
6 that.

7 A Because we want to make sure that we're contractually
8 agreeing to the terms of that individual shipment and not
9 just have the master agreement for the general terms of
10 engagement.

11 Q I understand. So I think what you're saying is you
12 have this master agreement. We'll look at it in a little
13 bit, the carrier agreement. And then once there is a load
14 confirmation, you make clear by making an addendum that the
15 terms of that master agreement apply to this load, that this
16 is something within the carrier agreement not outside of it.
17 Do I have that right?

18 A Yeah, I would agree, and that the terms that may be
19 added on the load confirmation are also now a part of that
20 contract.

21 Q Okay. Well, you explained that well. Thank you. And
22 then there is something -- again, at any point if you want
23 me to pull up a document, I will. I tend to look through
24 these in some detail with you. I'm just getting an

1 shipment updates on this shipment. Do you see where I'm
2 referring to?

3 A Yes.

4 Q What does that mean?

5 A So within the shipment when the carrier is being
6 actually booked I guess physically within our system on the
7 shipment, there is a process of identifying certain ways of
8 communication tracked -- or communicating track and trace
9 information I guess I'll call it, so the location of the
10 vehicle for the customer is to have visibility as to where
11 their product is. MacroPoint is one of those communications
12 tools that Robinson has engaged I guess to do business with
13 where they have a mobile communication tracking system
14 through I guess a text communication followed by then the
15 ability for that cellular device to be tracked.

16 Q I see. So does this work through a permanent
17 installation in the truck like I think of a Qualcomm unit or
18 does this work just through like a tablet or phone app?

19 A MacroPoint would just be using a phone or tablet.

20 Q Got it. So this doesn't require the truck owner to go
21 out and buy permanent hardware. It would be downloading an
22 app for their smartphone or tablet?

23 A Correct. That's right.

24 Q And then part of that I guess it must use -- I don't

1 A Prior to entering the contract we would have some
2 requirements of the motor carrier, one, that they are
3 federally licensed with the Federal Motor Carrier Safety
4 Administration. We'd require that the motor carrier send us
5 a hard copy of that document. It's typically referred to as
6 having their MC number, their motor carrier number on it
7 issued by the FMCSA. We would receive that document, and we
8 would also verify the validity of that document via FMCSA
9 websites.

10 We would require the motor carriers or their insurance
11 agent to provide us a certificate of insurance with some
12 standard minimums, \$25,000 cargo, \$750,000 auto liability.
13 With that document as well, we would verify the auto
14 liability, which is verifiable via FMCSA website. We would
15 also check a motor carrier safety rating to ensure that they
16 were -- as a newly signing up carrier with Robinson to
17 ensure that they did not have an unsatisfactory or
18 conditional rating.

19 We would also use the contract signer name and company
20 name to be vetted against a government list from the Office
21 of Foreign Assets Control. Basically it's -- I think it's
22 layman's terms known as a terrorist watch list to make sure
23 that the carrier or its contract signer is not on that list.
24 And at that point we would then make the contract available

1 does C.H. Robinson have -- if there is an unrated carrier,
2 are there any additional steps that C.H. Robinson or
3 additional information that's requested beyond what you'd
4 look at for a satisfactory carrier?

5 A There is nothing additional that we would do, no.

6 Q Are you familiar with the term chameleon carrier?

7 A I have heard that, yes.

8 Q My understanding of it is it's usually an individual
9 that has a company, a motor carrier, it gets closed down
10 usually because of violations and then starts up under
11 another name just to kind of reset its authority without
12 taking care of business for the previous company. Is that
13 your general understanding?

14 A Yes, that would be my understanding.

15 Q Sometimes called a reincarnated carrier. What does
16 C.H. Robinson do to I guess, if anything, to identify
17 chameleon carriers? And if you do identify one, what do you
18 do about it?

19 A Yeah. So what our system does as a new carrier is
20 being -- the information is being input on a new carrier, it
21 does some checks around address matches, telephone matches,
22 and I believe contract signer matches to look for previous
23 identities with that exact same information. And if we were
24 to get a match, then there would be some investigation

1 that's done as to why the motor carrier maybe that had that
2 previous information was no longer doing -- sometimes maybe
3 that there is a motor carrier that uses same addresses, that
4 happens. But there would be some type of investigation
5 within our carrier services group as to the entities that
6 came up as a match as far as to what you're saying, did they
7 shut down for safety reasons, did the FMCSA take their
8 authority away, things like that. And if we found a match
9 that had one of those types of issues, then they would not
10 be allowed to be activated in the Robinson system.

11 Q All right. Do you know -- and this might be a question
12 for somebody else. I've received many documents that show
13 C.H. Robinson's relationship with RT Service. Do you know
14 if C.H. Robinson ever had a relationship or contracted with
15 Rheas, R-H-E-A-S, Rheas Transportation?

16 A I think the only place I've seen that name is through
17 some of the documents here, so I'm not specifically sure
18 what that relationship with Robinson was.

19 Q If you wanted to be sure of that, to check if there was
20 ever any relationship with Rheas, how would you go about
21 that? Would that be through Navisphere?

22 A It would be -- it would be in the Navisphere system,
23 yes.

24 Q Looking at -- let me see. Let me share this. I'm

1 carrier lost its authority and then had to be reinstated or
2 any other reason, would you have a way to know that?

3 A We would know whatever we garnered from the FMCSA
4 websites. So if the FMCSA said that the insurance was
5 canceled specifically around the auto liability, we would
6 know that, that the insurance was canceled, and then we
7 would deactivate the carrier in our system until it was
8 reinstated by the FM- -- every time we get an insurance
9 certificate, as I was talking about earlier, the original
10 qualification, anytime we would get a new certificate we
11 would verify the auto liability versus the FMCSA website.

12 Q I see. So not only do you -- I assume you require of
13 the carriers like we see on the second page here, I -- tell
14 me if I'm wrong. But not only do you require C.H. Robinson
15 be named a certificate holder -- well, let me ask this --
16 this is a complex question, compound. Let's start over.

17 First of all, does C.H. Robinson require that it be
18 listed as a certificate holder on an insurance certificate
19 with one of the carriers under which it has an agreement?

20 A We do, yes.

21 Q And then I think what you said, please confirm or tell
22 me I'm wrong, that in addition you will match the
23 certificate of liability insurance with the insurance
24 information that the federal government puts on its website.

1 Is that correct?

2 A That's correct.

3 Q So when using the government website, C.H. Robinson is
4 not only using Safersys, it's also using the licensing and
5 insurance website?

6 A Correct.

7 Q Thank you. As far as certificate holder, let me kind
8 of pause this because we see C.H. Robinson listed at the
9 bottom of Bates stamp 92, second page of Exhibit 17, and
10 then is there a bunch of certificates. And then when we
11 flip to -- how do I unpause this. There we go. When we
12 flip to Robinson 104, which goes back or forward in time,
13 I'm not sure, but it doesn't matter. Oh, it goes forward in
14 time. What I'm wondering -- and blow it up as you want, but
15 the name doesn't matter. It switches from C.H. Robinson at
16 some point to Registry Monitoring Insurance Services, Inc.
17 And so my question to you is, is that some kind of a service
18 that C.H. Robinson contracted with?

19 A It is, and we did that sometime in 2016. So I'm
20 assuming between these two certificates is when that might
21 have happened if they are different dates, but I think it
22 was sometime in 2016 we used -- started using Registry
23 Monitoring Insurance Services.

24 Q That seemed like the logical explanation. That's the

1 104, that might be just because of the change in the
2 certificate holder. But other than that -- and then we move
3 on to Bates stamp 106. We have November 3rd of 2016,
4 another certificate. Is there some point where this number
5 of certificates would kind of raise a red flag or somebody
6 looking a little deeper into what's going on?

7 A Probably not. As long as the FMCSA would continue to
8 recognize the auto liability insurance coverage that is
9 being provided and keep the carrier qualified to operate in
10 interstate commerce, we would recognize that.

11 Q All right. We already looked at Bates stamp 107, the
12 check advance. And then I see that Bates stamp 109, RT
13 Service faxes to C.H. Robinson on January 26, 2016, that
14 there is a change of address from Franklin Boulevard to
15 Renton Way. So what does C.H. Robinson do when it gets a
16 letter like this?

17 A If it was -- as I think we saw from the previous
18 letter, we were asking for the insurance certificate to
19 match what we would do at this point would again be
20 verifying that this letter matches what the insurance
21 company is saying which is matching what the FMCSA is
22 saying. And again, within Navisphere there is also a
23 carrier file I guess, an electronic carrier record where we
24 would make sure that we updated to the correct address.

1 doesn't apply, correct?

2 A Correct.

3 Q So for a US interstate motor carrier, you look for --
4 C.H. Robinson looks for operating authority, correct?

5 A Correct.

6 Q When would a FAST certificate be applicable?

7 A For a motor carrier that's again crossing the border.

8 Q Okay. So all within the US you require operating
9 authority, proof of insurance and a tax form, correct?

10 A Correct. And then the contract, and we do the other
11 checks, correct.

12 Q And then the contracts -- all right. And what else
13 specifically? So for some -- for a carrier to, you know,
14 ship a load arranged by C.H. Robinson, they have to have
15 operating authority, insurance, tax form, a motor carrier
16 agreement. Anything else?

17 A Well, and then we're going to check -- we're going to
18 use the information provided by their MC number to be able
19 to check their safety rating, and then the other information
20 as far as the contact name and the business name to do that,
21 the Office of Foreign Assets Control check. So nothing
22 really that they are required to give us, but we're going to
23 use the information to do those other checks.

24 Q Are there any other checks that C.H. Robinson does

1 other than what we just talked about?

2 A I believe that's it.

3 Q And just to be very clear, I think you -- I can infer
4 this from what you said before, but just to be clear, as far
5 as government websites, C.H. Robinson looks at the safety
6 rating on Safersys, correct?

7 A That's correct.

8 Q C.H. Robinson looks at the licensing and insurance
9 website, correct?

10 A Correct.

11 Q Does C.H. Robinson look at the SMS or CSA website and
12 data?

13 A We do not, no.

14 Q Has C.H. Robinson ever in the past looked at CSA or --
15 I'm embarrassed. What was around before CSA? I should know
16 this. I just had a blank. What was that old system? They
17 had four areas instead of the basics. Do you remember?

18 A I can't -- I can't remember what it's called off the
19 top of my head.

20 Q That's funny. Well, neither of us can. Anyhow, back
21 before there was CSA did C.H. Robinson use it predecessor?

22 A We did not, no.

23 Q So at no point if the government had indicated through
24 a website that a motor carrier had exceeded certain safety

1 fitness areas was that something that ever C.H. Robinson
2 took into account. Is that correct that C.H. Robinson has
3 never taken into account the government assessment of basic
4 areas or other ways in which a motor carrier would exceed
5 federal thresholds?

6 A Outside of the safety ratings or the activation of
7 authority, no.

8 Q I'm curious, and what I don't want to do is to get into
9 a debate about CSA. I think you and I can probably script
10 what each other is going to say. We can do it if you want
11 to. What I'm wondering is in general, whatever you say
12 about CSA, if there is a company -- would you agree or
13 disagree that if there is a company that let's say in four
14 basic areas has, you know, 99 percent, they're the 1 percent
15 of the worst of all of the carriers in four of the areas,
16 whatever you say about CSA, isn't there something in general
17 that would maybe give C.H. Robinson pause or want to look
18 into that further? And if not, why not?

19 A The expectation would be that the FMCSA would follow up
20 on that. Again, I think currently CSA is made to be a
21 prioritization system, and I think it says that directly on
22 their website for them to prioritize their work so that's
23 the expectation to rely on the people that are experts in
24 that to do that.